

## EXHIBIT C

### AUTHORIZATION AND COMPENSATION FOR ADDITIONAL SERVICE (S) AND REIMBURSABLE EXPENSE (S)

#### C1. AUTHORIZATION AND COMPENSATION FOR ADDITIONAL SERVICE (S)

The following Additional Service(s) have been deemed necessary and have been authorized by the Owner and will be provided by the Design Professional. The Design Professional shall receive compensation for the authorized Additional Service(s) as identified in Articles 3, 8, 9, 16 of the Agreement and Exhibit C. The Design Professional shall use the number(s) provided herein for each authorized service as the assigned reference number in statements of service submitted to the Owner. Compensation for the items identified as "Not to Exceed" in this Exhibit will be based on the multiple of Direct personnel Expenses as identified in Paragraph 16.2.1 (Method 1) of the Agreement.

**C1-AS-1** Provide coordination services necessary for the Owner requested services of an experienced estimator for the stipulated lump sum amount of \_\_\_\_\_.

**C1-AS-2** Provide coordination services necessary for the Owner requested services of a surveyor for the stipulated lump sum amount of \_\_\_\_\_.

**C1-AS-3** Provide coordination services necessary for the Owner requested services of geotechnical engineer for the stipulated lump sum amount of \_\_\_\_\_ dollars.

**C1-AS-4** Provide the services necessary to produce and supply the Owner "As-Built" documents as further described in Paragraph 3.1.2.11 of the Agreement and Exhibit N for the "Not to Exceed" amount of \_\_\_\_\_ dollars.

**C1-AS-5** Not used.

**C1-AS-6** Not used.)

**C1-AS-7** Not used.

**C1-AS-8** The DP shall provide, \_\_\_\_\_ additional hours devoted to Site Inspections, Project conferences, and related travel. The scope of these services is further described in Exhibit A, Article A.2.7. These hours are in addition to the number of hours to be provided as part of Basic Services identified in Exhibit B. These services shall be provided for the "Not to Exceed" amount of \_\_\_\_\_ dollars, which will include travel related expenses. On a monthly basis DP will submit a detailed invoice listing the name(s) of the personnel and the hours devoted to additional service "on site" inspections for that month. The invoice will also reflect the total number of hours provided for additional service "on site" inspections, the hours spent as of the invoice date for additional service "on site" inspections and the total number of hours remaining for additional service "on site" inspections.

**C1-AS-9** Not used.

#### C2. AUTHORIZATION AND COMPENSATION FOR REIMBURSABLE EXPENSE (S)

The following Reimbursable Expense(s) have been deemed necessary and have been authorized by the Owner. The DP shall provide and shall receive compensation for Reimbursable Expenses as identified in Articles 7, 8, 9, 16, of the Agreement and Exhibit-C.

The DP shall use the number(s) provided herein for each Reimbursable Expense(s) as the assigned reference number in statements of service submitted to the Owner.

**C2-RE-1** Provide services of an experienced estimator, and the reproduction and distribution of estimating documents for each project as further described in Paragraphs 3.1.2.3 and 5.2.3 of the Agreement for the "Not to Exceed" amount of \_\_\_\_\_ ( \$ \_\_\_\_\_ ) dollars.

**C2-RE-2** Furnish the services of a registered professional surveyor for each project as further described in Paragraph 7.1.2 of the Agreement for the estimated "Not to Exceed" amount of \_\_\_\_\_ ( \$ \_\_\_\_\_ ) dollars. The estimated "Not to Exceed" amount has been established based upon the information available at this time. Should the actual amount be greater than herein authorized the DP shall notify the Owner in writing immediately (prior to incurring expense) as further described in Paragraph 7.1 of the Agreement. The Owner shall provide additional written authorization for approved amounts greater then herein authorized.

**C2-RE-3** Furnish the services of geotechnical engineers as further described in Paragraph 7.1.3 of the Agreement for the estimated "Not to Exceed" amount of \_\_\_\_\_ ( \$ \_\_\_\_\_ ) dollars. This estimated "Not to Exceed" amount has been established based upon the information available at this time. Should the actual amount be greater than herein authorized the DP shall notify the Owner in writing immediately (prior to incurring expense) as further described in Paragraph 7.1 of the Agreement. The Owner shall provide additional written authorization for approved amounts greater than herein authorized.

**C2-RE-4** Expense of plotting, reproducing and mailing documents as further described in Paragraph 7.1.4 of the Agreement for the estimated "Not to exceed" amount of \_\_\_\_\_ Thousand ( \$ \_\_\_\_\_ ) dollars. This estimated "Not to Exceed" amount has been established upon the information available at this time. Should the actual amounts be greater than herein authorized the DP shall notify the Owner in writing immediately (prior to incurring expense) as further described in Paragraph 7.1 of the Agreement. The Owner shall provide additional written authorization for approved amounts greater than herein authorized.

**C-RE-5** Provide services of Owner requested participants and their travel/lodging/living expenses associated with the partnering workshop as further described in Paragraph A.2.7.4 of Exhibit A for the estimated "Not to Exceed" amount of \_\_\_\_\_ ( \$ \_\_\_\_\_ ) dollars. This estimated "Not to Exceed" amount has been established based upon the information available at this time. Should the actual amount be greater than herein authorized the DP shall notify the Owner in writing immediately (prior to incurring expense) as further described in Paragraph 7.1 of the Agreement. The Owner shall provide additional written authorization for approved amounts greater then herein authorized.

**C2-RE-6** Expense of overnight delivery during the Construction Phase for expediting appropriate action upon Contractor's submittals, design interpretation of the Contract Documents, changes to the Contract Documents, and close-out/acceptance of the Project of the estimated "Not to Exceed" amount of \_\_\_\_\_ ( \$ \_\_\_\_\_ ) dollars. This estimated "Not to Exceed" amount has been established based upon the information available at this time. Should the actual amount be greater than herein authorized the DP shall notify the Owner in writing immediately (prior to incurring expense) as further described in Paragraph 7.1 of the Agreement. The Owner shall provide additional written authorization for approved amounts greater than herein authorized.

**C2-RE-7** Furnish the services of the geotechnical engineer(s), who provided the geotechnical testing and resulting reports/professional recommendation requested above in C2-RE-3, to review the DP's documents for compliance with the intent of the geotechnical engineers

professional recommendations. The geotechnical engineer shall review the DP's documents before the completion of the Design Development Phase, at Substantial Completion of the Construction Documents, and after all Owner Review comments have been incorporated. The geotechnical engineer shall provide documentation to the Owner that the review has been performed and whether or not the DP's documents comply with the intent of the geotechnical engineers' professional recommendations. These services shall be provided for the estimated "Not to Exceed" amount of \_\_\_\_\_ (\$ \_\_\_\_\_) dollars. This estimated "Not to Exceed" amount has been established based upon the information available at this time. Should the actual amount be greater than herein authorized the DP shall notify the Owner in writing immediately (prior to incurring expense) as further described in Paragraph 7.1 of the agreement. The Owner shall provide additional written authorization for approved amounts greater than herein authorized.

**C2-RE-8** Not Used.

**C2-RE-9** Furnish the services of the geotechnical engineer(s), who provide the geotechnical testing and resulting reports/professional recommendations requested above in C2-RE-3, to make up to three one day site visits during construction to confirm soils and conditions encountered where relevant to geotechnical engineers professional recommendations. After each site visit the geotechnical engineer shall provide documentation to the Owner that identifies the soils and condition's encountered and whether or not the construction observed complies with the intent of the geotechnical engineer's professional recommendations. These services shall be provided for the estimated "Not to Exceed" amount of \_\_\_\_\_ (\$ \_\_\_\_\_) dollars. This estimated "Not to Exceed" amount has been established based upon the information available at this time. Should the actual amount be greater than herein authorized the DP shall notify the Owner in writing immediately (prior to incurring expense) as further described in Paragraph 7.1 of the Agreement. The Owner shall provide written authorization for approved amounts greater than herein authorized.

**C2-RE-10** The DP shall be reimbursed for fees associated with obtaining approval of authorities having jurisdiction of the project as further described in paragraph 7.1.1 of Agreement. . These services shall be provided for the estimated "Not to Exceed" amount of \_\_\_\_\_ (\$ \_\_\_\_\_) dollars. This estimated "Not to Exceed" amount has been established based upon the information available at this time. Should the actual amount be greater than herein authorized the DP shall notify the Owner in writing immediately (prior to incurring expense) as further described in Paragraph 7.1 of the agreement. The Owner shall provide additional written authorization for approved amounts greater than herein authorized.

### **C.3 AUDIT CRITERIA FOR REIMBURSABLE EXPENSES**

All reimbursable expenses shall be invoiced in accordance with the table of audit criteria shown in Table C.5 of this Exhibit.

## 7. REIMBURSABLE EXPENSES ALLOWED FOR CONSULTANTS

7.1. Table C.5

Audit Criteria	Accepted/ Allowed	Unacceptable/ Disallowed	Notes
Meals - No receipts required (\$XX.xx/day) Tips & gratuities	Allowed	Disallowed	
Laundry		Disallowed	
Tolls & Parking - Receipts required	Allowed		
Hotels - Receipts required (\$XX.xx/night) Taxes on \$XX.xx	Allowed Allowed		
Alcoholic beverages		Disallowed	
Vehicle usage (\$XX.xx/mile)	Allowed		
Car Rental - per day \$XX.xx Taxes on \$XX.xx  (See note below for refueling charges)	Allowed	Allowed	Must provide documentation of non-availability of rate-compliant vehicle.
Fed-Ex from home office	If pre-approved by Owner		
Phone Bills: 900 #'s Home calls Collect calls Cellular calls  Cellular roamer charges  Site Pay phones Late Fees Taxes Detail of Calls	If cost effective for Owner If project related and cost-effective for Owner  Allowed	Disallowed Disallowed Disallowed   Disallowed Disallowed	      Required
Training, conferences & all related expenses		Disallowed.	
MIS Services (Computer)		Disallowed.	
Vehicle inspection/repair		Disallowed	
Unreadable or no back-up receipts  (except on meals)		Disallowed expense	
Use of Subconsultants/Temporaries	Allowed		Provide documentation

**Refueling Charges:** If fuel was provided by rental agency, the cost in excess of \$XX.xx per gallon will be disallowed. If the cost per gallon is not indicated on the rental agency receipt, an assumed cost of \$XX.xx per gallon will be used to compute the number of gallons compensable @ \$XX.xx per gallon.

## **EXHIBIT D**

### **PROJECT SCHEDULE**

**D.1 PROJECT SCHEDULE:** The DP shall perform the DP services in accordance with the Project schedule negotiated and established for each project-specific Assignment issued pursuant to this Agreement. The schedule shown in this Exhibit may be limited as to specific performance information. Within seven (7) days of signing the Agreement the Owner and DP will develop a schedule in greater detail for the Project(s).

Released for Bidding is defined herein as: Bid Documents are to be printed and available for pick-up, or en route to all recipients by the release date.

All dates, except for the date of Bid Document release, are approximate and may be adjusted slightly as the project progresses.

**D.2 PERIOD OF PERFORMANCE:** The Period of Performance shall be as specified in the Project Schedule. The DP agrees that it shall exert every reasonable effort necessary to meet the required performance schedule established. The DP agrees to notify Owner immediately if, at any time, it appears that the performance schedule set forth in the Project Schedule cannot be met by DP. Such notification shall include the reasons for any possible delays and steps being taken to remedy any such problems. Nothing herein shall be interpreted as waiving remedies otherwise available to Owner.

**D.3** The Owner and DP recognize time is of the essence. The Owner may provide interim written approvals of the work products and written authorization to proceed with subsequent phases prior to completion of major phases. This may enable the DP to simultaneously produce various phases of the programming and design scope of services in order to aid the achievement of the design schedule presented herein. The Owner shall not unduly withhold such approvals or authorization.

**D.4** Project Schedule will be negotiated and established by DP and Owner for each project-specific assignment issued pursuant to this Agreement.

## **EXHIBIT E**

### **PROFESSIONAL LIABILITY INSURANCE**

**E.1 PROFESSIONAL LIABILITY INSURANCE:** The DP shall have and maintain in effect professional liability insurance for the DP Services with minimum limits of \$1,000,000.00 per claim and \$1,000,000.00 in the annual aggregate. The policy shall cover general professional liability, errors and omissions for the duration of this Agreement. The DP shall furnish to the Owner certificates of insurance detailing coverage for the DP.

## **EXHIBIT F**

### **FORMAT FOR REPORTING FEES FOR BASIC SERVICES, ADDITIONAL SERVICES AND REIMBURSABLE EXPENSES**

- All billings for services performed under this Agreement shall be submitted to:  
  
Texas Juvenile Justice Department  
Attn: Claims Department  
11209 Metric Blvd., Building H, Suite A  
Austin, Texas 78758
- When invoicing for Basic Services, the percent complete shall be included for each phase of Basic Services invoiced.
- The DP shall break down the invoice by project and by individual project's Basic Services, Additional Services and Reimbursables. (See Exhibit F-1 attached for example.)
- The DP shall double-check all arithmetic by running two (2) tapes on long columns of figures, or by verifying the accuracy of the software application used to calculate totals, to ensure mathematical correctness.
- The DP shall proofread the completed, typewritten voucher, making sure that all Basic Services equal the dollar amount on the original Agreement. Also, the DP shall confirm that all Reimbursables and Additional Services are the only charges to date totaling "Extras Ordered."
- When a Service Authorization(s) is referenced by the invoice, each Service Authorization(s) referenced shall be included with the invoice. Each Authorization Letter shall be referenced by its Owner-assigned tracking number. Each Authorization Letter for Additional Services and Reimbursables issued by Owner to DP is assigned a tracking number by Owner and this tracking number shall be used when invoicing for these items. Backup for these authorized charges should continue to be included behind each authorization letter. No additional services or associated reimbursables should be invoiced to Owner without an authorization letter to reference.
- Reimbursables should be backed up with appropriate invoices, and each of these invoiced reimbursables should be specifically described (for example, if the DP is charging Owner for "Shipping", it should describe exactly what was shipped, by whom, when, where and why). No reimbursable should be invoiced unless it ties directly to a contract article or unless there is a specific authorization letter to reference.
- DP and related staff hourly labor claims should be invoiced to include the date, description of service provided, name of provider, hours, rate of pay and final amount.
- DP shall include with all pay vouchers submitted a list of payments (if any) made to any HUB/DBE subcontractor, consultant, or supplier, during the work period the voucher covers, and the dates the payments were made.

**SAMPLE INVOICE**

**SMITH, SMITH, SMITH & SMITH, INC.  
(BASIC SERVICES & ADDITIONAL SERVICES/REIMBURSABLES WILL  
VARY WITH EACH DP FIRM)  
FOR PERIOD 04/01/18 - 04/30/18**

**TJJD CONTRACT No:** \_\_\_\_\_ **ASSIGNMENT / PROJECT No:** \_\_\_\_\_

**SERVICE AUTHORIZATION No:** (if applicable) \_\_\_\_\_

	<u>% Complete</u>	<u>Approved Contract</u>	<u>% Due to Date</u>	<u>Previously Invoiced</u>	<u>Amount Due This Invoice</u>
<b>BASIC SERVICES</b>					
Prototype Design Phase (0%)					
Schematic Design Phase (0%)					
Construction Document Phase (0%)					
Bid & Award Phase (0%)					
Construction Phase (0%)					
Design Development Phase (0%)					
TOTAL BASIC SERVICES					
<b>ADDITIONAL SERVICES</b>					
Architect(s), Hourly Labor					
Owner-Requested Consultant(s) Hourly Labor					
Coordinate Estimator.					
Coordinate Surveyor					
Inspections					
Geotechnical Testing Svcs.					
TJJD Tracking No: _____					
Addl. Svcs. Auth. Ltr. dtd _____					
TOTAL ADDITIONAL SERVICES					
REIMBURSABLES					
Geo Tech Engineer					
Printing					
Estimator					
Surveyor					
Shipping/Postage					
Transportation \$ xx _____ miles					
Lodging \$XX/day/person					
Meals \$XX/day/person					

TOTAL REIMBURSABLES \$ \_\_\_\_\_

TOTAL EXTRAS (TOTAL ADDL. SVCS. + TOTAL REIMBURSABLES) \$ \_\_\_\_\_

TOTAL THIS VOUCHER/INVOICE (TOTAL BASIC + EXTRAS) \$ \_\_\_\_\_



## **EXHIBIT G DESIGN REQUIREMENTS**

### **8. CODES, STANDARDS, PROCEDURES AND COURT STIPULATIONS/ORDERS**

The most current version (as of the date of this Agreement) of the following Codes shall be used.  
NOTE: TJJD may require the use of future editions, when accepted by TJJD.

**G.1.** All TJJD renovation and construction projects shall be designed and built in accordance with the following Codes and Standards. **NOTE:** Where conflicts occur between these codes, Life Safety Code NFPA No. 101 and its referenced codes shall be followed.

- a. Life Safety Code NFPA No. 101
- b. National Fire Prevention Association (NFPA) National Fire Codes
- c. Uniform Building Code & UBC Standards
- d. Uniform Plumbing Code
- e. Uniform Mechanical Code
- f. National Electrical Code, NFPA No. 70

**G.2.** For all TJJD renovation and construction projects the designer, where relevant, shall consider and apply the following standards or codes of the organizations listed below and shall reference them in the applicable section of the specifications.

- a. American Society of Mechanical Engineers (ASME)  
Boiler and Pressure Vessel Code
- b. American Society of Heating, Refrigerating and Air Conditioning Engineers (ASHRAE):
  - 1. Handbook of Equipment
  - 2. Handbook of HVAC Systems and Applications
  - 3. Handbook of Refrigeration Systems and Applications
  - 4. Handbook of Fundamentals
  - 5. Handbook of Systems
  - 6. ASHRAE Standard 55, Thermal Environmental Conditions for Human Occupancy
  - 7. ASHRAE Standard 62, Ventilation for Acceptable Indoor Air Quality
  - 8. ASHRAE Standard 90A, Energy Conservation in New Building Design
  - 9. ASHRAE Standard 100.5, Energy Conservation in Existing Buildings - Institutional
- c. Underwriters Laboratories, Inc. (UL)
- d. American Society for Testing and Materials (ASTM) Standards in Building Codes
- e. American Water Works Association (AWWA)
- f. National Electrical Manufacturers Association (NEMA)
- g. Sheet Metal and Air Conditioning Contractors National Association (SMACNA)
- h. American Gas Association (AGA) Certification Standards
- i. National Sanitation Foundation (NSF) standards and approvals for kitchen and scullery equipment, and NSF Standard No. 2 in particular.
- j. American Concrete Institute (ACI)
- k. National Concrete Masonry Association Specification for the Design and Construction of Load-Bearing Concrete Masonry
- l. American Institute of Steel Construction (AISC)
- m. American Iron and Steel Institute (AISI) Specification for the Design of Cold-Formed Steel Structural Members
- n. American Welding Society (AWS)
- o. American National Standards Institute (ANSI)

**G.3.** All TJJD renovation and construction projects shall be designed, built and procedures performed, where relevant, in accordance with current standards.

**G.4.** Reserved.

**G.5.** All TJJD renovation and construction projects shall be designed and built in accordance with applicable State and Federal laws, statutes, and standards, including but not limited to the following:

- a. Energy Conservation Design Standard for New State Buildings.
- b. Elimination of Architectural Barriers Act – Texas Government Code, Chapter 469.
- c. Americans with Disabilities Act of 1990.
- d. Texas Food Establishment Rules - Texas Department of State Health Services Health, Division for Regulatory Services, and any other applicable Texas Department of State Health Services Division construction or related guidelines.
- e. United States Department of Agriculture.
- f. 29 CFR Secs. 1926.651 - 1926.652 and Subpart P generally of the Occupational Safety and Health Standards (OSHA) and all other related OSHA standards and regulations.
- g. Public Law 91-596, 29 U.S.C. Secs. 651 et seq., the Occupational Safety and Health Act of 1970, (OSHA) and all amendments thereto.
- h. Flood Protection Planning/Floodplain Management in Texas, Texas Water Development Board.
- i. Environmental Protection Agency (EPA), 40 CFR Parts 122, 123, 124, et al., National Pollutant Discharge Elimination System (NPDES) Permit Program.
- j. Texas Boiler Law - Chapter 755, Texas Health and Safety Code, and Texas Department of Licensing and Regulation standards and regulations.
- k. Texas Commission on Environmental Quality regulations and standards – 30 TAC Part 1 (examples):
  - 1. Water Quality: 30 TAC 279.1-13;
  - 2. On-Site Sewage Facilities: 30 TAC 285.1-91;
  - 3. Solid Waste Management: 31 TAC Chapters 330 and 335.
- l. Solid Waste Disposal Act, Chapter 361 of the Texas Health and Safety Code.
- m. The Clean Air Act of 1990.

**G.6.** Where conflicts occur between the codes or standards of Sections 1 and 2 and Court Stipulations or Orders of Section 4 the standards in the Court Stipulations or Orders of Section 4 shall be followed unless federal or state laws require otherwise.

**G.7.** Variances to the Codes and Standards of Sections 1 and 2 may be sought from and approved by the TJJD-) offices of the Director Construction or the organization promulgating the code or standard. Written records of approved variances shall be maintained. Cost or expedience shall not be grounds for a variance.

**G.8.** Some TJJD renovation and construction projects will be in areas of Texas with local special requirements in the form of laws, statutes, codes, and standards which require DP services which are not customarily furnished in accordance with generally accepted architectural/engineering practice. These projects will be designed and built in accordance with these local special requirements. For these services, the DP shall be allowed Additional Services/Reimbursable Expense compensation. These local special requirements include but are not limited to the following:

- a. Lower Colorado River Authority (LCRA) - Upper Highland Lakes Nonpoint Source Pollution Control Ordinance.
- b. El Paso Water Utilities Public Service Board - Water Resource Management Plan.
- c. Political entities which have jurisdiction within their boundaries to set and enforce environmental compliance standards in addition to TCEQ and EPA rules and regulations. These political entities include regulatory agencies such as River Authorities, Subsidence Districts, and Coastal Water Authorities.

**River Authorities:** Projects that border or fall within 2000' of any major river in the State of Texas.

**Examples:** Trinity River Authority, Brazos River Authority, Colorado River Authority, etc.

**Subsidence Districts:** Projects that fall within a set district boundary. **Examples:** Fort Bend Subsidence District, Harris-Galveston Coastal Subsidence District. etc.

**Coastal Water Authorities:** Examples: U. S. Coast Guard - Beaumont, Port Arthur; U. S. Army Corps of Engineers, Galveston District. See Article G.9.

**G.9.** The DP shall obtain for the Owner all applicable approvals from governmental authorities and governing bodies having jurisdiction over the design, construction, and/or operation of the Project, as further described in the Agreement. Typical Codes, Standards, Laws, Statutes, etc. which require such approval are identified in this exhibit with an asterisk (\*).

**G.10.** All Texas Juvenile Justice Department (TJJD) renovation and construction projects shall be designed, built and procedures performed, where relevant/applicable, in accordance with the codes, standards and procedures previously identified in this Exhibit, along with the applicable provision of the American Correctional Association Standards for Juvenile Training Schools, the American Correctional Association Standards for Juvenile Correctional Facilities Third Edition (1991), the American Correctional Association 1996 Standard Supplement, and the Second Amended Settlement Agreement in Morales v. Turman, U.S. District Court Eastern Division of Texas No. 1948, April 16, 1984. Additionally, all documents shall be prepared in accordance with the Texas Juvenile Justice Department "Specifications for Delivery of Documents to Owner", and where applicable, with TJJD's "As Built Requirements for Documents."

**EXHIBIT H**  
**HUB SUBCONTRACTING PLAN (HSP)**

(see attached pdf file)

## **EXHIBIT I**

### **OUTSIDE CONSULTANTS**

List all consultants with address, contact information, and disciplines provided for each individual project to be executed under this contract.

## **EXHIBIT J**

### **STANDARDS OF CONDUCT FOR CIVILIAN CONTRACTED EMPLOYEES**

#### **I. SECURITY MEASURES**

##### **GENERAL SECURITY MEASURES**

No person working for or otherwise connected with the Contractor (his agents, subcontractors or their employees) shall be allowed to bring onto the owner's (state) property firearms, alcoholic beverages, drugs, tobacco products or any other controlled substances with the exception of prescription medication. No such person shall cross any fences, except those fences designated to allow egress and ingress to the construction site. All vehicles shall be kept locked with windows up while on the owner's property. Contractors' employees shall avoid all contact with TJJD Youth, no employee shall converse with or otherwise communicate with any TJJD Youth. In addition to the usual civil and/or criminal penalties for violations of the above regulations, the Owner reserves the right to refuse further entry to the job site to any individual who has violated the above restrictions. Further, the Owner reserves the right to immediately remove from the job site any individual who has violated the above restrictions.

#### **II. EXPECTATIONS OF CONTRACTORS AND SUBS**

##### **A. ALL CONTRACTORS, SUBS, AND THEIR EMPLOYEES WILL:**

1. Read and sign the Texas Juvenile Justice Department Standards of Conduct for Civilian Contractor Employees.
2. Refrain from bringing firearms, ammunition, alcoholic beverages, tobacco products, drugs (with the exception of prescription drugs) or any other contraband items on the property of the Texas Juvenile Justice Department. This includes in personal vehicles of the on-site workers.
3. Assure that vehicles will remain locked at all times when operator is absent.
4. Assure that there shall be no contact with any TJJD Youth in the TJJD facility.
5. Understand that approved visitors of the TJJD Youth will not be allowed to work on any project that involves contractor work at this facility.
6. Understand that vehicles are subject to search at any time while on State property.
7. Understand that shorts, opened-toed shoes, sleeveless tops, tattoos or body paintings, metal nail files or nail clippers, any type of pornographic materials, pagers & cell phones (unless job issued and necessary), cameras, glass bottled drinks, opened container drinks are strictly forbidden on campus. Only plastic bottled or unopened carton drinks will be allowed.

##### **B. GENERAL SECURITY FOR TOOL CONTROL**

1. All tools including Class "A" are to be inventoried and properly accounted for at the end of each work day.
2. Any changes to an individual's tool box inventory should be immediately reported to the Facility Superintendent or designee.
3. Tools should be accounted for at all times by the individual responsible for the use of such tools.
4. When Class "A" tools are not in use, they shall be kept and locked under key in a secure area and if possible rendered inoperable. Class "A" tools include, but are not limited to, tools most likely to be used in an escape attempt or do bodily harm. These generally include hacksaw blades, files, pipe wrenches, ladders, acetylene cutting tips, pipe and bolt cutters, etc.

5. At no time are Class "A" tools to be left unattended and when in use, special care taken to insure their security. Any loss of any tool shall be reported to the Facility Superintendent or designee.
6. Generators, ladders, and acetylene cutters all must be secured at the end of each work day.
7. Emery wheels will be locked and rendered inoperable when not in use unless stored outside of the secured perimeter.
8. All hazardous and poisonous chemicals, not in use, are to be stored in a locked tool trailer or other secure area. An inventory shall be maintained and direct supervision provided when the items are used at the work site. Upon completion of the project, the Contractor will be responsible for the removal of all hazardous materials and all hazardous waste generated under his control.

I have received a copy of the **"STANDARDS OF CONDUCT FOR CIVILIAN CONSTRUCTION CONTRACTORS EMPLOYEES"** issued by the Texas Juvenile Justice Department or its contracted construction manager.

I have read, understand and will comply with this policy.

\_\_\_\_\_  
Signature SSN

\_\_\_\_\_  
Driver's License Number State

\_\_\_\_\_  
Company

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name and Address

\_\_\_\_\_  
Witness

## **EXHIBIT K**

### **CONFLICT OF INTEREST CERTIFICATION BY RESPONDENT**

(see attached pdf file)



## EXHIBIT L

### DESIGN PROFESSIONAL'S RELEASE

Pursuant to the terms of the TJJD Contract No. \_\_\_\_\_, as amended, and in consideration of the sum of \_\_\_\_\_ Dollars (\$xxxxxxx), which has been or is to be paid under the said Contract to \_\_\_\_\_ (hereinafter called the Design Professional) or its assignees, if any, the Design Professional for itself and its sub-consultants and/or subcontractors, upon payment of the said sum by Texas Juvenile Justice Department (hereinafter called Owner), does release and discharge Owner, their officers, agents, and employees, of and from all liabilities, obligations, claims and demand whatsoever under or arising from the said Agreement.

In witness whereof, this release has been executed this \_\_\_\_\_ day of \_\_\_\_\_, 20xx

Design Professional

Name of Firm

By

Authorized Signature of

Title

Date

Certificate

I, \_\_\_\_\_, certify that I am (title) \_\_\_\_\_ of the firm named as Design Professional in the foregoing release: that \_\_\_\_\_, who signed said release on behalf of the Design Professional and its sub-consultants and/or subcontractors, was the (title) \_\_\_\_\_ of said firm: that said release was duly signed for and in behalf of said firm: and is within the scope of its powers as so constituted.

(if Corporation affix Corporate Seal)

## EXHIBIT M

### COMPLIANCE WITH FAMILY CODE

Compliance with Section 231.006, Texas Family Code

Under Section 231.006, Family Code, the vendor or applicant [Service Provider] certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

Applicant must provide, in the space below, the name and social security number of an individual owner or sole proprietor or names and social security numbers of all partners, shareholders, or owners with an ownership interest of at least twenty five (25%) percent of the business entity submitting this application.

Name	SSN	Percent Ownership
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Name	SSN	Percent Ownership
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Name	SSN	Percent Ownership
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Name	SSN	Percent Ownership
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☐ Check here if there is not a natural 25% shareholder.

## **EXHIBIT N**

### **RECORD DRAWING REQUIREMENTS**

#### **N.1.1 Originals**

The original construction drawings shall be electronically edited to reflect as built conditions. One bound set of redline documents shall be submitted with the electronically edited construction drawings.

#### **N.1.2 Reproductions**

After completion of all electronic modifications provide the Owner with two bound sets of the completed construction drawings on bond paper.

#### **N.1.3 Labels**

The Architect/Engineer shall modify the original construction documents to reflect all design changes that occurred during the bidding/negotiations phase and the construction administration phase. All clouds, deltas, and revision dates shall be removed from the drawing files. Details that are not used may have an electronic "X" and "Not Used" across them for the sake of clarity. Each drawing will be labeled "Record Drawings" and the date the record drawings were delivered to the Owner.

EXAMPLE: RECORD DRAWINGS  
04-01-2018

The actual printed height of the text shall be 1/4".

#### **N.1.4 Electronic Drawings and Documentation**

##### **Cad drawings**

All drawings will be standardized to the latest version of Autocad™.

##### **Layer formats**

All vendor firms will use maintain and deliver a layering schedule to TJJD to reflect their own layering standards. All drawings elements that are supposed to be on a layer should be on that layer, and noted on the layering schedules. This will insure that when layers are turned off, prints may be made of drawings without symbols, text and the like being displayed or printed correctly. All color, line types, and other properties will remain constant within the layer schedule for that layer throughout the set of drawings.

##### **Text and fonts**

Any font used by vendor firms to represent a text type should be standard fonts found within the program Autocad™ itself, or be placed in path with the drawings at no cost to TJJD. Fonts should be uniform throughout the project and should be uniform in size, and format. Fonts with special horizontal or vertical spacing should not be used. For small text fonts, Simplex is preferred but not required.

##### **Xrefs and blocks**

All xrefs, and blocks used by vendor firms, and their subcontractors shall be placed in path. Final drawings may have their xrefs and blocks bound into the final product, or place them in path. Xrefs, and blocks should be noted in the layering schedule.

##### **Drafting standards**

All text fonts should read 1/8" for small text types, and 1/4" for large text types minimum. Text sizes are designed to be read for half scale, and on occasion smaller than even that. Serifs and similar adornments in text types should be avoided. Simplex should be used in place of text fonts with numerous serifs and adornments. Hatch, line and text scale should be uniform within the set of drawings.

##### **Specifications and project manuals**

Specifications and project manuals should be written in Microsoft Word, Excel, PowerPoint, etc. Final construction (bid documents) will always be in Microsoft Word.

**As-Built drawings**

All changes made during the construction phase of the project need to be reflected in the as-built drawings, specifications and project manuals. The redlined copies of the drawings and specifications will be delivered with the CDs and final set of drawings, and specifications. Included in the drawing set will be an Adobe PDF format set of plot files, Autocad PLT files to reflect the. One set of bond, and one set of vellum record drawings should be included with the printed project manuals, and or specifications.

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## EXHIBIT O

### TJJD GUIDE FOR DELIVERY OF ARCHITECTURAL/ENGINEERING SERVICES

#### **DESIGN PROFESSIONAL'S DESIGN SUBMITTAL PROCEDURES AND MINIMUM INFORMATION REQUIREMENTS**

The following guidelines are set forth to direct the Design Professional (DP) in a quantitative and qualitative evaluation of requirements for milestone project reviews by the TJJD Construction Department.

**\*NOTE:** These standards have been developed as a general guide only and shall not be construed as containing provisions to address all necessary documentation required by the DP agreement for professional services or requirements under the Professional Registration Laws of the State of Texas. Responsibility, for clearly, accurately and completely developing construction documents that properly qualify the requirements intended and provide against misunderstandings jeopardizing the Owner and or the Contractor, remains with the Design Professional and not TJJD.

Approval of previous phase or stage of the project by the TJJD - Construction Department Representative/s does not relieve the DP from complying with requested changes, modifications or studies within any given phase or stage of the project.

#### **1. SCHEMATIC DESIGN PHASE**

The Concepts Presentation is the first stage and its primary goal is to evaluate alternative conceptual design studies and using this information, set the project direction, submittal, and review.

#### **SCHEMATIC DESIGN**

Design concept studies shall be required to fully explain the presented design and possible alternatives. There will be a working session at the Owners office where the DP is expected to present conceptual design studies for building siting, floor plans which vary by layout, structural concepts with associated advantages/ disadvantages to the floor plans and equipment layouts. The DP may present concept schemes in a single line, rough sketch, free-hand, to-scale format with sufficient detail to allow adequate comparison of the schemes; or the DP may present such information in CADD format. This step may require several attempts before a firm direction for proceeding with Schematic Design can be set.

When the selected design results in an acceptable solution the Owner will authorize the DP to proceed with the development of a final concept design.

#### **2. SCHEMATIC DESIGN The DP shall begin design investigations and document development.**

The final stage of Schematic Design requires the Construction Department Design Coordinator to schedule (with the DP and TJJD user groups/owners) a meeting for review of Schematic Design documents of this phase of the work. This meeting shall be held at TJJD - Construction Department offices in Austin, Texas to review and comment on these documents. The DP's representative/s and necessary Project Consultants shall be available at this meeting for a detailed presentation and discussion of the submitted design.

Appropriate TJJD User Groups/Owners will be invited to attend these meetings, and will be available for the purpose of answering/asking questions and resolving design issues. This design submittal will be checked for POR compliance, budget compliance and coordination of Architectural, Structural, Mechanical, Electrical, and Plumbing designs.

A comparison of estimated construction costs between systems; and between system options will be required at this presentation. This stage will include any recommended bid packages, alternates and/or phasing for the project.

The time frame for this submittal will be made in accordance with the DP's Agreement for Professional Services.

### **3. SCHEMATIC DESIGN SUBMITTAL**

The DP shall be prepared to discuss the "accessible aspects" of the proposed design with references to Texas Accessibility Standards, Federal Accessibility Standards and ADA.

The DP shall provide a narrative as to the proposed method of site drainage and compliance with flood hazard guidelines and EPA requirements as required in the DP Agreement, if applicable.

Final Schematic Design Submittal drawings shall be hardline type drawings and not of freehand sketch nature; or the DP may present such information in CADD format.

- |     |   |   |   |
|-----|---|---|---|
| N/A | N | Y | -Site plans indicating size and relative location of the buildings and site improvements.   |
| N/A | N | Y | -Scaled (1/8"=1'-0" min.) architectural drawings of floor plans and elevations and any other graphic/drawing (sections, perspectives, sketches) as the DP deems appropriate to clearly establish the design, building sizes, and configurations.  |
| N/A | N | Y | -A comparison of gross and net areas to design program areas. Net square feet areas and physical room sizes shall be indicated on the floor plans for each programmed room or area.   |
| N/A | N | Y | -Analysis of the options for structural, HVAC, plumbing, electrical and site utility systems, recommended.  |
| N/A | N | Y | -Preliminary outline specifications to indicate, in general terms, the materials, finishes and types of construction being considered and proposed. These specifications shall follow the approved CSI format and will be numbered in accordance with TJJD-Construction Department's standards. |
| N/A | N | Y | -Any recommended bid packages and/or phasing for the project.   |
| N/A | N | Y | -Recommendations by the DP for options: Structural, HVAC, Plumbing and Electrical systems, for further study and analysis during the design development phase.  |

**DESIGN DEVELOPMENT** This FINAL stage of design development shall provide continued expansion of drawings, details and other documents to establish final scope, relationships, forms and sizes of the project. The goal of this stage of the work is to have all major building systems selected and options/ alternatives studied, selected and approved. The TJJD Design Coordinator shall schedule a review meeting. If information is inadequate or is improperly coordinated, the review will be rescheduled with no change in the DP's Contract Time Schedule. This is a milestone phase of the DP's continuing work, and the DP will not be given authorization to proceed to the next phase until TJJD requested changes have been satisfactorily addressed.

### **4. DESIGN DEVELOPMENT SUBMITTAL**

While the following list is very specific, if the project size warrants, sheet information may be combined. Total information content of entire package is the main consideration.

The DP shall show "accessible aspects" of the proposed design with references to Texas Accessibility Standards, Federal Accessibility Standards and ADA requirements as stated in the DP Agreement. These descriptions (narrative and graphic) shall show intent of compliance with the requirements of the codes, within the overall concept design.

The DP shall provide calculations and a graphic solution for compliance with EPA flood hazard guidelines as required in the DP Agreement.

The DP shall provide "basis of design" information on a separate document or, preferably on the drawing cover sheet or similar sheet. This basis of design information is data on which the DP has based his design or the design criteria of his consultants. This information shall not be construed as requiring the DP to provide Additional Services beyond Basic Services as required by the State Registration Law and in the DP Agreement for Professional Services reflecting the highest competency, thorough, and complete work with prudent care.

This information shall include:

- N/A N Y -Architectural code related information (fire exits, height/ area, travel distance, etc.).
- N/A N Y -Structural design criteria.
- N/A N Y -Civil and Site Improvement criteria and analysis including survey and geotechnical/geology reports, utility distribution system design, foundation design, site grading and storm drainage design, roads and parking design.
- N/A N Y -Structural criteria including design loads, materials and properties, applicable design codes, standards or references, and methods of design and analysis.
- N/A N Y -Governor's Energy Conservation in all New State Buildings - calculations summary.
- N/A N Y -Utility Load Analysis: Provide as early in the design process as possible a load analysis and connection point location/s of all utilities required in the design. Specifically provide analysis to include, but not limited to, the following:
  - N/A N Y a) Electrical Power required by
    - N/A N Y 1) Manufacturing equipment loads
    - N/A N Y 2) Lighting loads
    - N/A N Y 3) Building environmental systems
  - N/A N Y b) Domestic Water loads
  - N/A N Y c) Natural gas requirements
- N/A N Y -Determine the ownership of the source of the required services and coordinate connection to all utilities.
- N/A N Y -For fire protection and plumbing systems- calculations and identification of design criteria, applicable design codes, standards or references, and confirmation of utility services to be provided.
- N/A N Y -For HVAC systems provide a schedule with each air handling unit, pump, chiller, compressor or other equipment component identified.

- |     |   |   |  |
|-----|---|---|--|
| N/A | N | Y | -For HVAC systems include identification of building zones and building insulation requirements.   |
| N/A | N | Y | -For electrical systems provide schedules of system components; calculations and identification of design criteria, applicable design codes, standards or references; lighting levels utilized both interior and exterior; short circuit studies to select interrupt ratings of protective devices and confirmation from the local power company confirming the type and location of service to be provided; distribution, both primary and secondary.   |
| N/A | N | Y | -Emergency generator load analysis per NEC.  |
| N/A | N | Y | -Report from a professional fire safety engineer confirming compliance (allowing for equivalency concepts accepted by the TJJJD Safety administrator) with the National Fire Protection Association's (NFPA) "Life Safety Code" No. 101, to include the following:   |
| N/A | N | Y | -A written report and a set of architectural floor plans indicating location and requirements for exits, stairwells, smoke compartments, building separations, doors, fire extinguishing and detection systems, capacity and requirements of fire protection water systems.  |
| N/A | N | Y | -The DP shall provide a tabulation of areas for spaces which have changed since the last design submittal. This tabulation shall indicate original POR requested area, previously designed area, and present area.   |
| N/A | N | Y | -Any recommended changes in the proposed bid packages or construction phasing for the project shall be identified.   |
| N/A | N | Y | -Should the project be a facility requiring exacting coordination of a specific system/s (i.e., manufacturing or food service facility, laundry, etc.), the DP shall prepare specific drawings showing various equipment layouts or items of a similar nature in context with a detailed architectural or other floor plan, thus allowing consideration of system integration as a whole. The DP may be required to show this layout in color or with a special graphic pattern for presentation legibility. |

**Architectural Site Plan shall include:**

- |     |   |   |   |
|-----|---|---|---|
| N/A | N | Y | -Scaled drawings of site plan(s).   |
| N/A | N | Y | -Location, outline and designation of existing buildings, walks, drives and parking and service areas adjacent to the site.   |
| N/A | N | Y | -Overall dimensions of the proposed building or buildings, dimension from adjacent buildings, dimension from existing security fences and pickets.                  |
| N/A | N | Y | -Location of new walks, drives, parking spaces, streets, and other exterior facilities proposed to be included in the project, including the building service area. |
| N/A | N | Y | -Show plan north arrow and graphic and inch scale.  |
| N/A | N | Y | -Method of site drainage and roof drainage.   |
| N/A | N | Y | -Utility service lines.   |



- N/A N Y -First floor elevation and sufficient contour lines to generally establish natural and finish grades.
- N/A N Y -Vertical sections through site, if topography requires such study.
- N/A N Y -Proposed Contractor's access to and security fencing for site.
- N/A N Y -Proposed storage areas and parking areas for the Contractor's use during construction. Special considerations for security shall be indicated.

**Architectural Floor Plan(s) shall include:**

- N/A N Y -Scaled drawings of all floor plans all building elevations, selected building and wall sections, structural foundation and framing plans, and mechanical and electrical plans and drawings to establish the structural, HVAC, plumbing, electrical and site utility systems to be utilized. Floor plans shall include the net square foot area of all programmed rooms or areas. Mechanical and electrical systems may be single line drawings with size and location of components.
- N/A N Y -Dimensioned, small scale (one eighth inch min.) drawings of principal floor plans, delineating door locations, corridor widths, partition locations, equipment layout and process flow.
- N/A N Y -Location of entrance doors, vestibules, windows, docks, and any other apertures in the building envelope.
- N/A N Y -Location of plumbing fixtures, toilet fixtures, and including drinking fountains.
- N/A N Y -Location of major electrical, plumbing and mechanical equipment.
- N/A N Y -Location of equipment, with identifying nomenclature.
- N/A N Y -Location of fixed and built-in furnishings.
- N/A N Y -Location of moveable furnishings shown in POR.
- N/A N Y -Space and utilities for Owner furnished equipment (as listed in POR).
- N/A N Y -Location of fire extinguisher, hose cabinets, and/or fire alarm annunciator panel.

**Building Elevations shall include:**

- N/A N Y -Show all principal elevations.
- N/A N Y -Show floor to floor dimensions and overall height.
- N/A N Y -Dock heights and relationship to finish grade.
- N/A N Y -Materials shall be clearly indicated and noted.
- N/A N Y -Natural and finish grades shall be located on elevations.

**Building Sections shall include:**

- N/A N Y -Transverse section showing structural concept.

- N/A N Y -Longitudinal section showing structural concept.
- N/A N Y -Supplemental sections as required to explain any unusual conditions.
- N/A N Y -Sections shall indicate floor to floor dimensions, clear ceiling heights, structural, air distribution and other systems indicating vertical interference with ductwork, compressed air, natural gas and other such systems.

**Structural Design submittal shall include:**

- N/A N Y -Foundation plan; footing type.
- N/A N Y -Floor Framing plans; indicate materials.
- N/A N Y -Typical Framing types.
- N/A N Y -Typical Beam Depths.

**Mechanical and Electrical Design Submittal shall include:**

- N/A N Y -Equipment Layout.
- N/A N Y -Special services required by equipment.
- N/A N Y -Mechanical Flow Diagrams:
  - N/A N Y Air Systems.
  - N/A N Y Single line duct drawings indicating duct size.
  - N/A N Y Domestic Water Systems.
  - N/A N Y Fire Protection Systems.
- N/A N Y -Building piping:
  - N/A N Y Site utilities.
  - N/A N Y Routing of all piping systems headers.
- N/A N Y -Plumbing:
  - N/A N Y -Riser diagrams indicating fixture types and locations adequate to set scope for future project development.
  - N/A N Y Floor Plan.
  - N/A N Y Site utilities.
- N/A N Y -Electrical:
  - N/A N Y -One line diagram for door control panels, security control panels, alarm annunciator panels, locations and system requirements.

N/A N Y -Riser diagram indicating site, distribution and building riser.

#### **5. Site distribution**

N/A N Y -Elevations as required.

N/A N Y -Details as required.

#### **SCHEDULE OF FINISHES:**

N/A N Y -A finished schedule to indicate intended types and application of all interior and exterior finishes.

#### **SUPPLEMENTAL DRAWINGS AS REQUIRED:**

N/A N Y -As may be necessary to fully explain special conditions.

#### **OUTLINE SPECIFICATIONS:**

N/A N Y -Outline specifications, organized in a CSI Division format, numbered in accordance with TJJD approved numbering system, indicating the materials, equipment and type of construction proposed for all elements of the projects, with a narrative discussion of any quality options with significant differences related to cost, durability or design significance.

#### **6. CONSTRUCTION DOCUMENTS PHASE**

This phase shall provide continued development and expansion of drawings, details and other documents from previous phases, to establish final bidding and construction documents. The construction documents for each bid package shall consist of working drawings and details, schedules, and technical specifications, giving the requirements for competitive bidding and construction of the entire project. Bidding and construction drawings for all divisions of work shall be complete and thorough in all respects, well-coordinated, clear, and organized in a consistent format throughout the documents.

This phase of the work will be submitted for review in accordance with the time frame as required by the DP Agreement for Professional Services.

The Design Coordinator will schedule (with the DP and TJJD user groups/owners) a meeting for review of documents of this phase of the work. The DP's representative/s and all Project Consultants shall be available at this meeting for a detailed discussion and review of the submitted design.

The DP shall advise the TJJD Design Coordinator of any changes in project cost, time schedule, bid packaging and phasing prior to submitting for review.

The DP shall submit documents for the project to TJJD - Construction Department and obtain reviews and/or approval of other agencies (as established by DP Agreement). The DP should strive to insure that appropriate approvals have been obtained prior to the documents being released for bidding. The DP may be required by the DP Agreement to request review and approvals of other Agencies such as the Texas Commission on Environmental Quality (TCEQ) for specific new construction and operating permits. Permits may be required for specific building/manufacturing systems such as: boiler, paint booths, air exhaust systems, etc., under regulations of Texas Commission on Environmental Quality (TCEQ), TAC Publication 31, Chapter 116, referencing the Clean Air Act of 1990; 30 TAC §§ 116.10-1540.

The DP shall show compliance of the proposed design with references to Texas Accessibility Standards, Federal Accessibility Standards and ADA requirements as stated in the DP Agreement. This may be done by identifying all accessibility items by category with a check list of: compliance, not applicable or requesting a waiver. This checklist will be submitted with appropriate documents generated by the DP to fully describe the project to the plan reviewer at the offices of the Department of Licensing and Regulation (DLR). The checklist used by the DLR may also be used as the format for the DP's submittal. The intent of this portion of the DP's work is to assist the Design Coordinator in review, but also, to assist the DLR in review and prevent a lengthy discourse between the DP and DLR to determine project compliance.

The DP may be required to submit documents for review to the:  
Texas Department of Licensing and Regulation  
Policies and Standards Division, Architectural Barriers  
920 Colorado Street  
Austin, Texas 78701  
(512) 463-6599

The DP shall update the "basis of design" information in same format as provided in the Design Development Final Stage.

The DP shall update the EPA storm run-off compliance and documents showing compliance.

The DP shall provide consistent graphic representation of information among all sheets of all disciplines of work. The documents will be graphically reduced to one-half the full size, therefore all lettering and dimensions shall be drawn (minimum 1/8" high) so as to be legible when reduced. All sheets shall have a graphic scale for each different drawing scale represented.

## **7. CONSTRUCTION DOCUMENTS SUBMITTAL PHASE**

Format information and sheet layouts per previously approved Final Design Development Phase with minimum information content as follows:

Minimum Information Content by Drawing Designation:

### **Site Plan(s)**

N/A	N	Y	-Bench mark location, elevation, and datum.
N/A	N	Y	-Soil investigation data showing test hole locations and log (if necessary).
N/A	N	Y	-All boundaries with direction and dimension, existing buildings, trees, etc.
N/A	N	Y	-Location of building (dimensional) or site coordinates.
N/A	N	Y	-Location and dimension or site coordinate of all walks, drains culverts, manholes, tunnels, sanitary and storm sewers (invert elevations), easements, etc.
N/A	N	Y	-Details of security fences, gates, curbs, concrete walk joints, culverts, retaining walls, steps, ramps, etc.
N/A	N	Y	-All existing and finished contours and spot elevations.
N/A	N	Y	-Building finish floor elevation. (Special consider for truck dock height and F.F. relationship)

N/A	N	Y	-Locate trash pick-up area, parking (including for handicapped if applicable), striping, etc.
N/A	N	Y	-Street Profiles.
N/A	N	Y	-Landscape and Irrigation layouts.
N/A	N	Y	-Storm drainage layout.
N/A	N	Y	-Storm drainage profiles and details.
N/A	N	Y	-Landscape and Irrigation Drawings.

#### **8. Structural Foundation and Floor Framing Plan and Details**

N/A	N	Y	-Floor openings and recesses. (Architectural coordinated with Structural).
N/A	N	Y	-Dimensions and locations of all footings.
N/A	N	Y	-Elevations of footings. (Bidding depth shown).
N/A	N	Y	-Material sizes and application in conflict with architectural details (i.e., door threshold, angles, brick recess, slab recesses, slab recesses, special flooring, water stops, etc.).
N/A	N	Y	-Finishes floor elevations.
N/A	N	Y	-Openings recesses for mechanical or electrical.
N/A	N	Y	-Cooling tower pads, screen walls, etc.
N/A	N	Y	-Vertical reinforcing for freestanding walls.
N/A	N	Y	-Imbedded items.
N/A	N	Y	-Control and expansion joints in Agreement with architectural details.
N/A	N	Y	-Details and schedules to conform with architectural drawings.

#### **9. Underfloor Grading Plan**

N/A	N	Y	-Must agree with structural drawings (may be located on foundation plans). Show grading, sump pits (coordinate with mechanical Plans). Indicate grades and drainage slopes.
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#### **10. Sub-soil Drainage System**

N/A	N	Y	-Pipe sizes, joints, slots or perforations turned down, grading, screening, backfill material porosity, pipe slope, location to properly drain to sump or outfall.
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#### **Roof Framing Plan and Details (Structural)**

N/A	N	Y	-Material sizes and application in conformance with architectural details.
N/A	N	Y	-Roof openings (size, location, and dimension).

- N/A N Y -Dimensions indicated.
- N/A N Y -Roof slopes built into the structural framing (not with Urethane Foam except small crickets).
- N/A N Y -Clearances in ceiling plenums; ductwork, light fixtures and piping.

#### **11. Floor Plans**

- N/A N Y -Dimensioning: Dimensions throughout drawings, including locating structural, must add up by strings of dimensions locating all walls and partitions with an overall.
- N/A N Y -Doors: Major entrances to have vestibules (7'-0" minimum depth for handicapped).
- N/A N Y -Indicate swing--special thought to toilet rooms; traffic flow; code requirements; etc. (Coordinate with electrical light switches.).
- N/A N Y -Coordinate with finish hardware schedule. Assure hardware compatibility with adjacent Unit hardware.
- N/A N Y -Hoods and canopies for all exterior doors (especially opening outward).
- N/A N Y -Windows: Detail membrane waterproofing at sills, jambs and heads to eliminate water penetrations.
- N/A N Y -Special provisions for security.
- N/A N Y -Louvers: Selected to prevent water penetration. Indicate security measures utilized.

#### **Access doors and panels**

- N/A N Y -Provide for under-floor space and access for utility and 20' pipe or pump replacements.
- N/A N Y -Access panels for cut-offs, clean-outs, and electrical items.
- N/A N Y -Access to above ceiling mechanical or other equipment.
- N/A N Y -Indicate security method used on all building envelope openings and access panels.
- N/A N Y -Rooms and/or spaces:
- N/A N Y -Name and number on each room or space, in Architectural and MEP floor plans.
- N/A N Y -Verify wall thickness and chase net sizes for Mechanical.

#### **Graphic Delineation**

- N/A N Y -Walls and partitions highlighted.
- N/A N Y -Materials and wall heights indicated.
- N/A N Y -Demolition highlighted or shaded.

#### **Roof Plans**

N/A	N	Y	-Drainage indicated.
N/A	N	Y	-Emergency overflow scuppers indicated.
N/A	N	Y	-Required slopes for roof membrane warranty.
N/A	N	Y	-Roof mounted items and penetrations indicated:
N/A	N	Y	-Maintenance walkway to and around equipment
N/A	N	Y	-Equipment (maintenance access to roof mounted equipment).
N/A	N	Y	-Screening of equipment and exhaust stacks.
N/A	N	Y	-Access to roof.

## 12. Reflected Ceiling Plan

N/A	N	Y	-Lighting fixture layout, ceiling registers, and return air grilles, exhaust grilles, security camera mounting locations, access panels, skylights, sprinkler heads, smoke sensors, etc.
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### a. Schedules

#### Room finish

N/A	N	Y	-Room name and number, indicate materials for floors, walls, ceilings.
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#### Door and Window Schedule

N/A	N	Y	-Door and frame elevations, types, numbers, hardware designations and details.
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#### Exterior Elevations (show the following)

N/A	N	Y	-Mechanical Equipment Devices (including roof mounted).
N/A	N	Y	-Exterior elevation of all building openings.
N/A	N	Y	-Exterior graphics.
N/A	N	Y	-Vertical dimensions.
N/A	N	Y	-Finish grades at building lines.
N/A	N	Y	-Truck dock relationship to finish floor and finish grade.
N/A	N	Y	-Expansion and control points.

## 13. Building Sections

N/A	N	Y	-Crawl space drainage.
N/A	N	Y	-Structure indicated.
N/A	N	Y	-Interior partitions shown in section.

- N/A N Y -Roof sloped for roof drainage.
- N/A N Y -Relationships of adjoining building areas beyond.

#### **Interior Elevations**

- N/A N Y -Height indicated of all fixtures.
- N/A N Y -Millwork doors swings and drawers located.
- N/A N Y -Fixed equipment shown with relationships to building components.
- N/A N Y -Glazing in walls, doors, etc. (Generally all horizontal dimensions appear on plan and all vertical dimensions, (i.e.: mounting heights, etc.) on interior elevations.

#### **14. Vertical Transportation Section and Details**

- N/A N Y -Draw sections through stairs, elevator shafts, conveying systems, dumbwaiters, etc.
- N/A N Y -Show handrails (see handicap requirements), nosing, finish of treads, risers, stringers, wall, ceilings, etc. In non-public spaces comply with NFPA 101 for handrail spacing requirements.

#### **15. Wall Sections and Details**

- N/A N Y -Waterproofing and Damproofing for openings.
- N/A N Y -Drips for projections.
- N/A N Y -Coordinated with structural.
- N/A N Y -Show foundation type and correct size coordinated with structural drawings.
- N/A N Y -Protection system for void space below grade beams.

#### **Millwork and Casework**

- N/A N Y -Enlarged plans, elevations, and details.

#### **16. Equipment/ Processing Equipment**

- N/A N Y -Layouts and coordination with all documents.

#### **17. Fire Protection Plans**

- N/A N Y -Layouts and coordination with all documents.
- N/A N Y -MEP Site Plan: MEP background plans coordinated to Architectural. Include chilled water, heating water, steam, condensate, gas, fuel oil and diesel piping and equipment, telephone, street lighting, and electrical power system. Show location of all connection points. This plan may share information between plumbing and mechanical trades if info density reads clearly and is graphically correct.

#### **Mechanical:**



N/A	N	Y	-Flow diagrams (air and water) w/controls. Line sizes shown by line type.
N/A	N	Y	-Floor plans (Dimensioned location of all equipment including control panels, air compressor, panels, air compressor, and drier locations. Except for flex duct, all A/C ducts shall be shown by double line).
N/A	N	Y	-Roof Plan (may be combined with plumbing).
N/A	N	Y	-Elevations and Sections.
N/A	N	Y	-Enlarged Plans 1/4" scale minimum (all mechanical rooms and congested areas, such as duct, pipe and conduit routing above ceiling).
N/A	N	Y	-Details.
N/A	N	Y	-Schedules (all mechanical equipment, including individual VAV Boxes and Control Valves).
N/A	N	Y	-Legend to symbols used.

**Control Schematic Diagram(s): shall show location and sequencing of controls.**

N/A	N	Y	-Door Controls.
N/A	N	Y	-Security Controls.
N/A	N	Y	-Fire Alarm Controls.
N/A	N	Y	-Alarm annunciator panels.

**Plumbing: (sewers, domestic hot water and cold water and fire water standpipes, and water)**

N/A	N	Y	-Under floor plan.
N/A	N	Y	-Floor plans.
N/A	N	Y	-Roof plan (may be combined with Mechanical).
N/A	N	Y	-Riser diagrams.
N/A	N	Y	-Details.
N/A	N	Y	-Schedules.

**Fire protection: (May be included in Plumbing, if only FHC and standpipes are required)**

N/A	N	Y	-Fire Protection Plan - FHC (including pipe sizes, distribution pipe locations and hose cabinet locations).
N/A	N	Y	-Fire Protection Plan - Sprinklered buildings (including riser and valving assemblies; riser into building; specification for appropriate NFPA sprinkler type; and specification/ drawing info regarding shop drawings and installation by a contractor licensed in Texas.).
N/A	N	Y	-Details.

N/A N Y -Risers diagrams.

**Electrical:**

N/A N Y -Lighting plan.

N/A N Y -Power plan.

N/A N Y -Security and communications plans.

N/A N Y -One line diagrams.

N/A N Y -Medium voltage distribution diagrams.

N/A N Y -Riser diagrams.

N/A N Y -Schedules (panel boards, variable frequency controllers, motor control centers, etc.)

N/A N Y -Details.

**Special systems:**

N/A N Y -Communications (security, telephone, CCTV, computers, paging, etc.).

N/A N Y -Fire alarm system.

Drawing General Information - (all sheets):

Sheet title (drawing and project).

Sheet number of total number of sheets.

Project number (if assigned)

Date (month, day and year). Should agree with specifications when drawings are officially completed.

Temporary date should be added for review sets.

Drawn by \_\_\_\_\_ (before submitting to TJJD Construction Department).

Checked by \_\_\_\_\_ (before submitting to TJJD Construction Department).

All detail numbers are in sequence.

Responsible Architect's and/or Engineer's registration seal, date and signature on all sheets (see Architectural and Engineering Registration Rules and Regulations). Review sets when not sealed must have the Responsible Architect's and/or Engineer's name, registration number, "Architect" or "P.E." designation, date and clearly labeled for "Design Review Only" on each drawing, except cover sheet. Project (Plan North) and Magnetic North on all plans.

Indicate project bidding alternates, as applicable.

**SPECIFICATIONS:**

Specifications for all divisions of work shall be accurate, complete, thorough in all respects, explicit, and well-coordinated between all sections of the Specifications with Drawings and in accordance with the highest standards of the profession (CSI format shall be used).

The DP shall verify the table of contents with the Design Coordinator prior to preparing specifications. The Construction Department maintains a master numbering system for specification sections. The DP shall use this numbering system where applicable to the project. However, should a new section of specifications be required (that is not contained in the master numbering list), the DP shall obtain an assigned number for that section of the specifications from the Design Coordinator. Details and schedules shall be shown on the drawings and not in the specifications.

## **18. DOCUMENT PREPARATION:**

The DP shall produce all drawings on a CADD system, fully compatible with the Auto CAD release 11, or latest version of software program. Files shall include unpurged, non-exploded symbols with Attributes editable. Drawings shall be produced utilizing short format layering standards of the latest AIA CAD Layer Guidelines prepared by the American Institute of Architects. The DP shall provide the owner a file copy of the project with all files specific to the Project File to insure the owner's ability to access the file. The DP shall produce all specifications (project manual) on a word processing computer program fully compatible with the Microsoft Word Software. All files required above shall be furnished to the Owner on CDs. The DP shall prepare a CAD instructions which will provide necessary information and general instructions to allow the owner to effectively access and utilize the CAD files for basic file viewing, alteration and plotting procedures. The CAD Instructions shall also contain file names required for each drawing, the layers for each sheet and information contained on each layer.

## **COPIES OF DRAWINGS:**

The DP shall provide 3 sets of hardcopy bidding documents in 24" x 36" size (preferred) and electronic versions in both PDF and AutoCad format. Sheet numbering shall use a prefix of C (civil), A (architectural), S (structural), M (mechanical), E (electrical), and P (plumbing).

The following numbering system is an architectural category based numbering system and should be followed for Civil, Mechanical, Electrical and Plumbing. Thus when sheet 2.2 is referenced, regardless of whether Mechanical, Electrical, Plumbing or Architectural, this plan will always be the large scale plan information. The DP may deviate from this sheet numbering list if Design Coordinator is advised and approval given.

T1.0 Cover Sheet (with sign-off approval of Construction Department)

T1.1 Standards, Index to Drawings, Texas, Area and Site location plans.

### **A1.0 GENERAL SITE INFORMATION**

A1.0 Site Information

A1.1 thru A1.xx General Site details

### **A2.0 GENERAL PLAN INFORMATION**

A2.0 Floor Plan - small scale plans

A2.1 Room Finish Schedule

A2.2 thru A2.xx large scale plans

### **A3.0 EXTERIOR ELEVATION INFORMATION**

A3.0 Exterior Elevations

A3.1 thru A3.xx Exterior Elevation Info

### **A4.0 BUILDING SECTION - SMALL SCALE VERTICAL INFO**

A4.0 Building Sections

A4.1 thru A4.xx Vertical Section Info

### **A5.0 WALL SECTION - LARGE SCALE VERTICAL INFO**

A5.0 Wall Sections

A5.1 thru A5.xx Enlarged Vertical Section Info

### **A6.0 DOOR & WINDOW SCHEDULES AND DETAILS**

A6.0 Door Schedules & Window Schedules

A6.1 thru A6.xx Door and Window details/ Info

### **A7.0 PARTITION TYPE CONSTRUCTION**

A7.0 Partition Types

A7.1 thru A7.xx Partition Enlarged Details

### **A8.0 PLAN SECTIONS- ENLARGED PLAN/PARTITION INFO**

A8.1 thru A8.xx Plan details

### **A9.0 INTERIOR ELEVATION INFO**

A9.0 thru A9.xx Interior Elevations

### **A10.0 REFLECTED CEILING INFO**

A10.0 thru A10.xx

### **A11.0 ROOF PLAN INFO**

A11.0 thru A11.xx    Roof Plans and Details

## **EXHIBIT P**

### **HOURLY RATE SCHEDULE FOR BILLING**

(see attached pdf file)

## **ATTACHMENT 1**

### **SECTION III** **CERTIFICATIONS**

#### **Article 1: Equal Opportunity**

Service Provider certifies compliance with all terms, provisions, and requirements of Titles VI and VII, Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and any other federal, state, local, or other anti-discriminatory act, law, statute, or regulation, along with all amendments and revisions of the acts, laws, statutes, or regulations, in the performance of this contract, and will not discriminate against any child or youth, client, employee, or applicant for employment because of race, creed, religion, age, sex, color, national or ethnic origin, handicap, or any other illegal discriminatory basis or criteria.

#### **Article 2: Unfair Business Practices**

Service Provider certifies that neither it nor its officers have been found guilty in a judicial or state administrative agency proceeding of unfair business practices as set out in the Texas Business and Commerce Code and that no officer of Service Provider has served as an officer of another company which has been found guilty in a judicial or state administrative agency proceeding of unfair business practices. If the above certifications are false, this contract is void.

#### **Article 3: Franchise Taxes**

**Section 1:** Service Provider certifies that should Service Provider be subject to payment of Texas franchise taxes, all franchise taxes are current. If such certification is false, this contract may be terminated at the option of TJJD or other administrative error sanctions may be taken.

**Section 2:** If Service Provider is exempt from payment of Texas franchise taxes, Service Provider shall so indicate by attachment to this contract.

**Section 3:** If Service Provider's payment of Texas franchise taxes becomes delinquent during the term of this contract, Service Provider will notify TJJD within 24 hours. If such delinquency cannot be cured within 24 hours and a copy of the Certification of Account Status proving payment of delinquent taxes cannot be provided to TJJD, this contract may be terminated at the option of TJJD or other administrative error sanctions may be taken under the provisions of this contract.

#### **Article 4: Asbestos Regulation Compliance**

If applicable, Service Provider certifies compliance with the Asbestos Hazard Emergency Response Act of 1986 (ASHERA) by having on file with the Texas Department of State Health Services (DSHS) a copy of Service Provider's ASHERA Management Plan for each facility Service Provider owns, leases, or otherwise uses as a school or is part of a school, grades kindergarten through 12. Prior to the initiation of services under this contract, Service Provider shall provide TJJD a certification of an asbestos-free environment or a copy of the DSHS acceptance and approval for Service Provider's ASHERA Asbestos Management Plan(s) (Management Plan(s)). Service Provider shall comply with the approved Management Plan during the term of this contract and any renewals; failure to do so shall be grounds for termination of this contract. Should DSHS

approve a revised or modified Management Plan, a copy of the DSHS acceptance and approval of the revised or modified Management Plan shall be furnished to TJJD.

#### **Article 5: Human Immunodeficiency Virus Services Act Compliance**

**Section 1:** Service Provider certifies compliance with the Human Immunodeficiency Virus Services Act (Texas Health and Safety Code Chapter 85) requirements for maintenance of confidentiality regarding the human immunodeficiency virus (HIV) and its related conditions, including acquired immune deficiency syndrome (AIDS).

**Section 2:** Service Provider further certifies that workplace guidelines have been developed and implemented in accordance with the Human Immunodeficiency Virus Services Act. Service Provider may elect to use workplace guidelines developed and implemented by TJJD. Should Service Provider not elect to use workplace guidelines developed and implemented by TJJD, Service Provider agrees that its workplace guidelines shall be similar to TJJD's as required by Section 85.113 of the Texas Health and Safety Code.

**Section 3:** In the absence of confidentiality guidelines, Service Provider is not eligible to receive state funds, and Service Provider agrees to refund to the state any state funds Service Provider receives while ineligible.

#### **Article 6: Communicable Disease Prevention and Control Act Compliance**

Service Provider certifies compliance with the applicable provisions of the Communicable Disease Prevention and Control Act (Texas Health and Safety Code Chapter 81).

#### **Article 7: Federal Confidentiality Compliance**

Any program that specializes, in whole or in part, in providing treatment, counseling, and/or assessment and referral services for youth with alcohol or other drug problems must comply with federal confidentiality regulations. Said regulations apply only to programs that are federally assisted either directly or indirectly. Service Provider certifies compliance with these federal requirements for confidentiality (42 USC 290dd-2; 42 CFR Part 2) and agrees to comply with said requirements for so long as this contract is in force.

#### **Article 8: Restriction on Possession of Weapons**

Service Provider agrees that Service Provider or any employees, contractors, subcontractors, or associates providing services on behalf of Service Provider shall not carry or possess any type of firearm or other weapon listed in Texas Penal Code Section 46.01 while rendering services to TJJD youth under this contract. This prohibition includes the carrying of a handgun licensed under the authority of Chapter 411, Subchapter H, Texas Government Code. Service Provider shall be under an affirmative duty to keep weapons out of the possession of TJJD youth in Service Provider's care.

#### **Article 9: Required Disclosure of Lobbyist Activity**

Service Provider agrees that if, at any time during the term of this contract, an employee, director, subconsultant, or subcontractor of Service Provider is required to register as a lobbyist under Texas Government Code Chapter 305, Service Provider shall notify TJJD and provide timely copies of all reports filed with the Texas Ethics Commission, as required by Chapter 305.

## **Article 10: Notification to TJJD of Subconsultants and Subcontractors**

**Section 1:** Service Provider shall notify TJJD of the selection and/or use of all subcontractors or subconsultants regularly used by Service Provider in performing or assessing the performance of Service Provider's duties under this contract if paid or anticipated to be paid an amount exceeding five thousand dollars (\$5,000.00) during the term of this contract. Service Provider may not use subcontractors and subconsultants to perform Service Provider's duties under this contract without prior written approval of TJJD. Approval will not be unreasonably withheld.

**Section 2:** No contractual relationship will exist between Service Provider's subconsultants or subcontractors and TJJD. TJJD shall have no responsibility whatsoever for the conduct, actions, or commissions (active or passive) of any subconsultants or subcontractors in the performance of their duties under this contract.

**Section 3:** Service Provider shall be solely responsible for the management of any subconsultants or subcontractors in the performance of their duties under this contract.

## **Article 11: Compliance with Child Support, Section 231.006, Texas Family Code**

**Under Section 231.006, Family Code, the vendor or applicant [Service Provider] certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.** A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application.

SERVICE PROVIDER MUST PROVIDE, IN THE SPACE BELOW, THE NAME AND SOCIAL SECURITY NUMBER OF AN INDIVIDUAL OWNER, A SOLE PROPRIETOR, AND ALL PARTNERS, SHAREHOLDERS, OR OWNERS WITH AN OWNERSHIP INTEREST OF AT LEAST TWENTY-FIVE (25) PERCENT OF THE BUSINESS ENTITY ENTERING INTO THIS CONTRACT.

For business entities with no identifiable owner of twenty-five percent (25%) or more of the entity, indicate with "NONE" on the first line below.

<b>Name:</b>	<b>Social Security Number:</b>	<b>Percent Ownership:</b>
NONE		

## **Article 12: Compliance with Section 572.054, Texas Government Code, Former Officer or Employee of TJJD**

Service Provider certifies compliance with Texas Government Code Section 572.054. Service Provider has not employed a former officer or employee of TJJD to perform services on Service Provider's behalf, to secure this contract, or to represent Service Provider in any manner prohibited by Section 572.054. A false certification could result in termination of this contract, withholding of payments, or other administrative error sanctions.

## **Article 13: Compliance with Section 2252.901, Texas Government Code, Former or Retired Employee of the Agency**



Service Provider represents and warrants that none of its employees including, but not limited to, those authorized to provide services under the contract, were former employees of TJJD during the twelve (12) month period immediately prior to the date of execution of the contract.

This requirement applies to employment contracts and professional services and consulting services contracts under Texas Government Code Chapter 2254 with former or retired TJJD employees, as indicated by Texas Government Code Section 2252.901, which reads, "A state agency may not enter into an employment contract, a professional services contract under Chapter 2254, or a consulting services contract under Chapter 2254 with a former or retired employee of the agency before the first anniversary of the last date on which the individual was employed by the agency, if appropriated money will be used to make payments under this contract. This section does not prohibit an agency from entering into a professional services contract with a corporation, firm, or other business entity that employs a former or retired employee of the agency within one year of the employee's leaving the agency, provided that the former or retired employee does not perform services on projects for the corporation, firm or other business entity that the employee worked on while employed by the agency."

#### **Article 14: Suspension and Debarment**

Service Provider certifies that it and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity. Entities ineligible for federal procurement are listed at <http://www.sam.gov>.

#### **Article 15: Excluded Parties/Terrorism**

Service Provider certifies that it is not listed in the prohibited vendors list authorized by Executive Order No. 13224, *"Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism"*, published by the United States Department of the Treasury, Office of Foreign Assets Control.

#### **Article 16: Fingerprint and Background Check**

Service Provider will:

1. As directed, provide information regarding persons providing services under this contract and personnel access for a criminal background checks, including, but not limited to, a fingerprinting check, criminal records check, sex offender registration records check, PREA employment standards check, child abuse registry check, and drug test. Criminal background checks shall be conducted at TJJD's expense and through TJJD or TJJD's contracted service provider for each Service Provider employee, agent, consultant, subcontractor, subcontractor employee, and volunteer worker. Any Service Provider employee, agent, consultant, subcontractor, subcontractor employee, or volunteer worker who is unwilling to provide or who does not provide required information will not be allowed to work under this contract. Any Service Provider employee, agent, consultant, subcontractor, subcontractor employee, or volunteer worker shall not work under this contract until the criminal background check is completed and approval is obtained from TJJD's Director of Human Resources.
2. Notify TJJD's Director of Human Resources of any employee, agent, consultant, subcontractor, subcontractor employee, or volunteer worker who works with TJJD youth and who is arrested, indicted, or charged with a criminal offense or who resigns while under

investigation for inappropriate conduct or policy violations. Such employee, agent, consultant, subcontractor, subcontractor employee, or volunteer worker shall be immediately suspended from working under this contract unless authorized by TJJD's Director of Human Resources.

TJJD will approve or deny any Service Provider employee, agent, consultant, subcontractor, subcontractor employee, or volunteer worker in accordance with TJJD policies and procedures. TJJD's designated contact for criminal background checks is the Human Resources Department, Manager of Criminal Background Checks, (512) 490-7674.

#### **Article 17: Prior Disaster Relief Contract Violation**

**Under Section 2155.006 and 2261.053, Government Code, the vendor or contractor [Service Provider] certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.**

A state agency may not accept a bid or award a contract, including a contract for which purchasing authority is delegated to a state agency, that includes proposed financial participation by a person who, during the five-year period preceding the date of the bid or award, has been: (1) convicted of violating a federal law in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005; or (2) assessed a penalty in a federal civil or administrative enforcement action in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005.

#### **Article 18: Antitrust**

Service Provider represents and warrants that, in accordance with Section 2155.005 of the Texas Government Code, neither Service Provider nor the firm, corporation, partnership, or institution represented by Service Provider, or anyone acting for such a firm, corporation or institution has (1) violated any provision of the Texas Free Enterprise and Antitrust Act of 1983, Chapter 15 of the Texas Business and Commerce Code, or the federal antitrust laws, or (2) if applicable, communicated directly or indirectly the contents of a response to any competitor or any other person engaged in the same line of business as Service Provider.

#### **Article 19: Intellectual Property Indemnification – Applicable to Contracts Involving Intellectual Property Matters**

**SERVICE PROVIDER SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS TJJD AND THE STATE OF TEXAS FROM AND AGAINST ANY AND ALL CLAIMS, VIOLATIONS, MISAPPROPRIATIONS OR INFRINGEMENT OF ANY PATENT, TRADEMARK, COPYRIGHT, TRADE SECRET OR OTHER INTELLECTUAL PROPERTY RIGHTS AND/OR OTHER INTANGIBLE PROPERTY, PUBLICITY OR PRIVACY RIGHTS, AND/OR IN CONNECTION WITH OR ARISING FROM: (1) THE PERFORMANCE OR ACTIONS OF SERVICE PROVIDER PURSUANT TO THIS CONTRACT; (2) ANY DELIVERABLE, WORK PRODUCT, CONFIGURED SERVICE OR OTHER SERVICE PROVIDED HEREUNDER; AND/OR (3) TJJD'S AND/OR SERVICE PROVIDER'S USE OF OR ACQUISITION OF ANY REQUESTED SERVICES OR OTHER ITEMS PROVIDED TO TJJD BY SERVICE PROVIDER OR OTHERWISE TO WHICH TJJD HAS ACCESS AS A RESULT OF SERVICE PROVIDER'S**

PERFORMANCE UNDER THE CONTRACT. SERVICE PROVIDER AND TJJD AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. SERVICE PROVIDER SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE, INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY SERVICE PROVIDER WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL (OAG) WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND SERVICE PROVIDER MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM OAG. IN ADDITION, SERVICE PROVIDER WILL REIMBURSE TJJD AND THE STATE OF TEXAS FOR ANY CLAIMS, DAMAGES, COSTS, EXPENSES OR OTHER AMOUNTS, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND COURT COSTS, ARISING FROM ANY SUCH CLAIM. IF TJJD DETERMINES THAT A CONFLICT EXISTS BETWEEN ITS INTERESTS AND THOSE OF SERVICE PROVIDER OR IF TJJD IS REQUIRED BY APPLICABLE LAW TO SELECT SEPARATE COUNSEL, TJJD WILL BE PERMITTED TO SELECT SEPARATE COUNSEL AND SERVICE PROVIDER WILL PAY ALL REASONABLE COSTS OF TJJD'S COUNSEL.

#### **Article 20: Contracting with Executive Head of State Agency**

In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Service Provider certifies that it is not (1) the executive head of TJJD, (2) a person who at any time during the four years before the date of the contract was the executive head of TJJD, or (3) a person who employs a current or former executive head of TJJD. Or Service Provider and TJJD have complied with the requirements of Section 669.003 concerning board approval and notice to the Legislative Budget Board.

#### **Article 21: Abandonment or Default**

If Service Provider defaults on this contract, TJJD reserves the right to cancel this contract without notice and either resolicit bids or award this contract to the next best responsive and responsible service provider. The defaulting Service Provider will not be considered in the resolicitation and may not be considered in future solicitations for the same type of work, unless the specifications or scope of work are significantly different. The period of suspension will be determined by TJJD based on the seriousness of the default.

#### **Article 22: Certain Bids and Contracts Prohibited**

Under Texas Government Code, Section 2155.004, TJJD may not accept a bid or award a contract that includes proposed financial participation by a person who received compensation from TJJD to participate in preparing the specifications or request for proposals on which the bid or contract is based. If Service Provider is not eligible, then this contract may be immediately terminated. **Under Section 2155.004, Government Code, the vendor [Service Provider] certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.**

#### **Article 23: Gifts and Gratuity**

Pursuant to Section 2155.003 of the Texas Government Code, Service Provider represents and warrants that it has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the contract.

**Article 24: By signature hereon, Service Provider certifies that:**

All statements and information prepared and submitted in relation to this contract is current, complete, and accurate; Service Provider has disclosed in writing to TJJD all existing or potential conflicts of interest relative to the performance of the contract; and if circumstances change during the course of the contract, Service Provider shall promptly notify TJJD.

**Article 25: Compliance with the Prison Rape Elimination Act of 2003 (PREA)**

Service Provider shall comply with the Prison Rape Elimination Act of 2003 (PREA) (42 U.S.C. 15601 et seq.) and with all applicable standards, rules, regulations, and TJJD policies related to PREA. Service Provider shall make itself familiar with and at all times shall observe and comply with all PREA regulations which affect performance in any manner under this contract. Failure to comply with PREA standards, rules, regulations, and TJJD policies may result in termination of this contract.

**Article 26: Access to Information**

Information, documentation, and other material in connection with this contract may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act"). In accordance with Section 2252.907 of the Texas Government Code, Service Provider is required to make any information created or exchanged with the State pursuant to the contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State. Such formats include, but are not necessarily limited to, in a non-encrypted electronic format, PDF, and HTML.

**Article 27: Verification of Worker Eligibility Clause**

Service Provider certifies that for contracts for services, Service Provider shall utilize the U.S. Department of Homeland Security's E-Verify system (E-Verify) during the term of the contract to determine the eligibility of:

1. all persons employed by Service Provider to perform duties within Texas; and
2. all persons, including subcontractors, assigned by Service Provider to perform work pursuant to the contract within the United States of America.

Service Provider shall provide, upon written request by TJJD, an electronic or hard copy screenshot of the confirmation that Service Provider is enrolled in E-Verify. Service Provider shall provide, upon written request by TJJD, an electronic or hard copy of the confirmation or non-confirmation screen containing the E-Verify case verification number for attachment to the Form I-9 for each Service Provider employee, subcontractor, and subcontractor employee that meet the criteria above, following any required E-Verify protocols to allow for the provision of such information.

If it is determined that Service Provider has violated the certifications set forth in this Article, then (1) Service Provider shall be in breach of contract, (2) TJJD shall have the option to terminate the contract for cause without prior notice, and (3) in addition to any other rights or remedies available to TJJD under the contract, Service Provider shall be responsible for all costs incurred by TJJD to obtain substitute services to replace the terminated contract.

**Article 28: Prohibition on Contracts with Companies Boycotting Israel**

In accordance with Section 2270.002 of the Texas Government Code, Service Provider hereby represents and warrants that it does not, and shall not for the duration of the contract, boycott Israel as the term is defined by 808.001(1) of the Texas Government Code.

**Article 29: Prohibition on Contracts with Companies Engaged in Business with Iran, Sudan, or Foreign Terrorist Organizations**

Section 2252.152 of the Texas Government Code prohibits TJJD from awarding a contract to any person who does business with Iran, Sudan, or a foreign terrorist organization as defined in Section 2252.151 of the Texas Government Code. Service Provider certifies that it is not ineligible to receive the contract.

**Article 30: Standard of Care for Architectural and Engineering Contractors**

Pursuant to Section 2254.0031 of the Texas Government Code, which incorporates by reference Section 271.904(d) of the Texas Local Government Code, Service Provider shall perform services (1) with professional skill and care ordinarily provided by competent engineers or architects practicing under the same or similar circumstances and professional license, and (2) as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect.

**SECTION IV**  
**GENERAL PROVISIONS**

**Article 1: Relationship of Parties**

Service Provider is acting as an independent contractor and is wholly responsible for the day-to-day operations of its programs and employees. No joint venture, partnership, or agency exists, nor shall be implied by the terms of this contract. No employee of Service Provider shall become an employee of TJJD by virtue of this contract.

Service Provider agrees and acknowledges that during the existence of this contract, Service Provider shall be entirely responsible for the liability and payment of Service Provider's and Service Provider's employees' taxes of whatever kind, arising out of the performance of this contract. Service Provider agrees to comply with all state and federal laws applicable to any such persons, including laws regarding wages, taxes, insurance, and workers' compensation. TJJD shall not be liable to Service Provider, its employees, agents, or others for the payment of taxes or the provision of unemployment insurance and/or workers' compensation or any benefit available to a TJJD or other state employee. Further, Service Provider shall indemnify and hold harmless TJJD, state agencies, the State of Texas, and/or their employees, agents, representatives, and/or assignees from any liability, actions, claims, demands, or suits, and all related costs, attorneys' fees, and expenses relating to tax liability, unemployment insurance, and/or workers' compensation payments.

**Article 2: Indemnity**

**SERVICE PROVIDER SHALL INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND TJJD, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED DAMAGES, COSTS, ATTORNEY FEES, AND EXPENSES TO THE EXTENT CAUSED BY, ARISING OUT OF, OR RESULTING FROM ANY ACTS OF NEGLIGENCE, INTENTIONAL TORTS, WILLFUL**

**MISCONDUCT, PERSONAL INJURY OR DAMAGE TO PROPERTY, AND/OR OTHERWISE RELATED TO SERVICE PROVIDER'S PERFORMANCE, AND/OR FAILURES TO PAY A SUBCONTRACTOR OR SUPPLIER BY THE SERVICE PROVIDER OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, CONSULTANTS UNDER CONTRACT TO SERVICE PROVIDER, OR ANY OTHER ENTITY OVER WHICH THE CONTRACTOR EXERCISES CONTROL, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY SERVICE PROVIDER WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND SERVICE PROVIDER MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. SERVICE PROVIDER AND TJJD AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.**

### **Article 3: Liability Insurance**

**Section 1:** Service Provider shall maintain liability insurance in the amount of \$300,000.00 for each occurrence of negligence. The insurance must cover injury to a youth that occurs when the youth is in Service Provider's care, custody, or control.

**Section 2:** Service Provider shall provide proof of insurance documents to the TJJD Contracts Department, upon request.

**Section 3:** The required insurance coverage, in the above-stated amount, must be maintained during the term of this contract and through any subsequent extensions. Failure to maintain the required insurance coverage may result in termination of this contract or administrative error sanctions.

### **Article 4: Confidentiality and Security**

**Section 1:** Service Provider agrees that all of its employees will comply with state and federal law and with TJJD policies regarding the confidentiality of student records and identifying information.

**Section 2:** Service Provider agrees that all information regarding TJJD and/or its youth that is gathered, produced, or otherwise derived from this contract shall remain confidential and subject to release only by permission of TJJD.

**Section 3:** Service Provider's employees who visit any TJJD facility will comply with that facility's security regulations.

**Section 4:** Identifying pictures, appearances, films, or reports of TJJD youth may not be disclosed by Service Provider without the written consent of TJJD, of the youth and, if under age 18, of the youth's parent, guardian, or managing conservator.

### **Article 5: Administrative Error Sanctions**

**Section 1:** In addition to its authority to terminate this contract under Article 6 below or other provisions of this contract, TJJD, based on information from monitoring or other verifiable sources, may take other actions including, but not limited to:

- a. Requiring Service Provider to take specific corrective actions in order to remain in compliance with the terms of this contract; and/or
- b. Recouping payment made to Service Provider; and/or
- c. Imposing recommendations from audit or investigative findings, and minor or major sanctions; and/or
- d. Assessing liquidated damages for each instance of non-compliance; and/or
- e. Suspending, placing into abeyance, or removing any contractual rights including, but not limited to, withholding payment, moratorium on placements, population limitations, and/or removal of all youth presently in the program.

**Section 2:** Service Provider shall cooperate fully with TJJD and its authorized representatives in carrying out corrective action plans.

## **Article 6: Termination**

**Section 1:** Service Provider may terminate, for convenience, its obligations under this contract by giving thirty (30) days' written notice to TJJD.

**Section 2:** TJJD may terminate, for convenience, its obligations under this contract by giving thirty (30) days' written notice to Service Provider.

**Section 3:** TJJD shall terminate this contract in the event that TJJD is not granted funding to pay for the herein described services or in the event that funding is lost due to either a reduction in the budget or a reallocation of budgeted funds.

**Section 4: Cause/Default/Breach:** If Service Provider fails to provide the goods or services contracted for according to the provisions of this contract, or fails to comply with any terms or conditions of this contract, TJJD may, upon written notice of default or breach to Service Provider, immediately terminate all or any part of this contract. Termination is not an exclusive remedy, but exists in addition to any other rights and remedies provided in equity, by law, or under this contract. TJJD may exercise any other right, remedy, or privilege available to it under applicable law or may proceed by appropriate court action to enforce the provisions of this contract. The exercise of any of the foregoing remedies will not constitute a termination of this contract unless TJJD notifies Service Provider in writing prior to the exercise of such remedy. Service Provider shall be liable for all costs and expenses, including court costs, incurred by TJJD with respect to the enforcement of any of the remedies listed herein.

**Section 5:** Termination of this contract shall not release Service Provider from liability or obligation set forth in the contract that is expressly stated to survive termination or by its nature would be intended to be applicable following termination, including, but not limited to, provisions regarding confidentiality, indemnification, transition, records, audit, property rights, dispute resolution, and invoice and fee verifications.

## **Article 7: Funding Out Clause**

The contract is subject to termination or cancellation, without penalty to TJJD, either in whole or in part, subject to the availability of state funds. TJJD is a state agency whose authority and appropriations are subject to actions of the Texas Legislature. If TJJD becomes subject to a legislative change, revocation of statutory authority, or lack of appropriated funds that would render either TJJD's or Service Provider's delivery or performance under the contract impossible or unnecessary, the contract will be terminated or cancelled and be deemed null and void. In the event of a termination or cancellation under this Article, TJJD will not be liable to Service Provider

for any damages, that are caused or associated with such termination, or cancellation, and TJJD will not be required to give prior notice.

#### **Article 8: Waiver**

No waiver by either party of any breach or default of the other under this contract shall operate as a waiver of any future or other breach or default, whether of a like or different character or nature.

#### **Article 9: Severability**

The provisions of this contract are severable. If any provision of this contract is determined by a court of law or other competent authority to be invalid and contrary to any federal, state, or local law, such invalidity shall not affect the other provisions or applications of this contract, which can be given effect without the invalid provision or application.

#### **Article 10: Contract Term**

This contract will become effective **upon final signature** and remain in effect through **August 31, 2020**. This contract may be renewed for two (2) one-year renewal options, provided that both parties agree in writing to each renewal. Any renewals shall be at the same terms and conditions, including any approved changes. The rates and services may be renegotiated based on performance and required service delivery.

#### **Article 11: Contract Amendment and Merger Clause**

This contract encompasses the complete and entire agreement of the parties. Neither party has made or relied on any representations, stipulations, or agreements other than those expressly contained in this contract. No other contracts or agreements, oral or written, shall constitute a part of this contract unless such is made in writing, executed by the parties hereto or their successors, and expressly made a part of this contract. This contract may only be amended or supplemented in a writing, executed by the parties hereto or their successors, and expressly made a part of this contract, except that TJJD reserves the right to make unilateral minor administrative changes to correct typographical errors, change TJJD contract identification number, or increase the "not to exceed" amount (if applicable) necessary for continuation of services.

#### **Article 12: Notice of Changes**

**Section 1:** Service Provider shall notify TJJD immediately in writing in advance of any significant change affecting Service Provider, including, but not limited to, change of Service Provider's name or identity, location of services, ownership or control, operating entity, governing board membership, key personnel, payee identification number, and any other significant changes that may affect the delivery of services under the terms of this contract.

**Section 2:** Service Provider shall not transfer or assign this contract or enter into any subcontract for the services under this contract without prior written approval from TJJD.

**Section 3:** Service Provider shall not relocate the services provided under this contract from the location stated in the preamble without prior written approval from TJJD and a certification that the location to which services are to be relocated is in compliance with Chapter 244, Texas Local Government Code, if applicable.



### **Article 13: Notice**

Required mailed notices shall be addressed to the Contracts and Procurement Division, Texas Juvenile Justice Department, P.O. Box 12757, Austin, TX 78711, and to Service Provider at 1201 North Bowser Road, Richardson, Texas 75081.

### **Article 14: Governing Law and Venue**

The contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the contract is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to TJJD.

### **Article 15: Problem Solving in the Ordinary Course of Business**

**Section 1:** The parties to this contract shall use the procedures contained in this Article for routine problem solving. These procedures may also be used if a party is asserting a claim for breach of contract. Should these procedures not resolve claims for breach of this contract, the procedures contained in Article 16 below shall be followed thereafter.

**Section 2:** Informal Resolution: Service Provider and TJJD staff will communicate regularly and engage in informal problem solving efforts as a routine measure, thus preventing differences from becoming major problems. When routine measures have been exhausted, Service Provider and TJJD staff are encouraged to utilize the following mechanism to resolve problems.

**Section 3:** Formal Resolution:

- a. Service Provider or TJJD staff who wish to submit problems for resolution may do so in writing, including all relevant information and a recommended resolution (Statement of Problem).
- b. The Statement of Problem will be submitted to the designated contact, the Director of Business Services and Contracts, unless the problem specifically involves the designated contact, in which case, it will be submitted to the designated contact's supervisor.
- c. Problems are to be addressed within ten (10) working days; a written decision will be sent to the individual or program that submitted it, to the designated contact, and to the designated contact's supervisor.

**Section 4:** Appeal: Service Provider or TJJD staff desiring to appeal the decision may do so in writing, within ten (10) working days from the date of written decision, by providing all pertinent information relevant to the appeal to the designated contact's supervisor if the problem was originally addressed by the designated contact, or to the TJJD Contracts Department if the problem was addressed by the designated contact's supervisor. When appealed, the problem shall be addressed within fourteen (14) working days, with written responses sent to the individual or program who submitted it, the designated contact, the designated contact's supervisor, and the TJJD Contracts Department.

### **Article 16: Claims for Breach of Contract – Dispute Resolution**

Subject to Texas Government Code, Section 2260.002, the dispute resolution process provided for in Chapter 2260 of the Texas Government Code and set forth below in subsections (a)-(d) shall be used by the parties to attempt to resolve all disputes arising under this contract. In accordance with the Texas Civil Practice and Remedies Code, Section 114.005, the parties agree claims encompassed by Texas Government Code, Section 2260.002(3) and Texas Civil Practice and Remedies Code Section 114.002 shall be governed by the dispute resolution process set forth below in subsections (a)-(d).

- (a) Notwithstanding Texas Government Code, Chapter 2260.002(3) and Chapter 114.012 and any other statute or applicable law, if the Service Provider's claim for breach of contract cannot be resolved by the parties in the ordinary course of business, Service Provider may make a claim against TJJD for breach of contract and TJJD may assert a counterclaim against the Service Provider as is contemplated by Texas Government Code, Chapter 2260, Subchapter B. In such event, Service Provider must provide written notice to TJJD of a claim for breach of the contract not later than the 180th day after the date of the event giving rise to the claim. The notice must state with particularity: (1) the nature of the alleged breach; (2) the amount the Service Provider seeks as damages; and (3) the legal theory of recovery.
- (b) The chief administrative officer, or if designated in the contract, another officer of TJJD, shall examine the claim and any counterclaim and negotiate with the Service Provider in an effort to resolve them. The negotiation must begin no later than the 120th day after the date the claim is received, as is contemplated by Texas Government Code, Chapter 2260, Section 2260.052.
- (c) If the negotiation under paragraph (b) above results in the resolution of some disputed issues by agreement or in a settlement, the parties shall reduce the agreement or settlement to writing and each party shall sign the agreement or settlement. A partial settlement or resolution of a claim does not waive a party's rights under this contract as to the parts of the claim that are not resolved.
- (d) If a claim is not entirely resolved under paragraph (b) above, on or before the 270th day after the date the claim is filed with TJJD, unless the parties agree in writing to an extension of time, the parties may agree to mediate a claim made under this dispute resolution procedure. This dispute resolution procedure is the Service Provider's sole and exclusive process for seeking a remedy for an alleged breach of contract by TJJD if the parties are unable to resolve their disputes as described in this section.
- (e) Nothing in the contract shall be construed as a waiver of the state's or TJJD's sovereign immunity. This contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the State of Texas. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to the State of Texas under this contract or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies or immunities or be considered as a basis for estoppel. TJJD does not waive any privileges, rights, defenses, or immunities available to TJJD by entering into this contract or by its conduct, or by the conduct of any representative of TJJD, prior to or subsequent to entering into this contract.
- (f) Compliance with the dispute resolution process provided for in Texas Government Code, Chapter 2260, subchapter B and incorporated by reference in subsection (a)-(d) above is a condition precedent to the Service Provider:

- (3) filing suit pursuant to Chapter 114 of the Civil Practices and Remedies Code; or
- (4) initiating a contested case hearing pursuant to Subchapter C of Chapter 2260 of the

### **Article 17: No Third Party Beneficiaries**

The terms of this contract are for the sole benefit of the parties to this contract and will not be construed to confer any rights on any other person.

### **Article 18: Audit Clause**

Pursuant to Section 2262.154 of the Texas Government Code, the state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under any contract or indirectly through a subcontract under the contract. The acceptance of funds by Service Provider or any other entity or person directly under the contract or indirectly through a subcontract under the contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, Service Provider or other entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. Service Provider shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through the contract and the requirement to cooperate is included in any subcontract it awards.

Service Provider shall maintain and retain supporting fiscal documents adequate to ensure that claims for contract funds are in accordance with TJJD and State of Texas requirements. Service Provider shall maintain all such documents and other records relating to this contract and the State's property for a period of seven (7) years after the date of submission of the final invoices or until a resolution of all billing questions or contract issues, whichever is later. Service Provider shall make available at reasonable times and upon reasonable notice, and for reasonable periods, all information related to the State's property, such as work papers, reports, books, data, files, software, records, and other supporting documents pertaining to this contract, for purposes of inspecting, monitoring, auditing, or evaluating by TJJD, the State of Texas, or their authorized representatives. Service Provider shall cooperate with auditors and other authorized TJJD and State of Texas representatives and shall provide them with prompt access to all of such State's property as requested by TJJD or the State of Texas. Service Provider's failure to comply with this Article shall constitute a material breach of this contract and shall authorize TJJD to immediately assess liquidated damages. TJJD may require, at Service Provider's sole cost and expense, independent audits by a qualified certified public accounting firm of Service Provider's books and records or the State's property. The independent auditor shall provide TJJD with a copy of such audit at the same time it is provided to Service Provider. TJJD retains the right to issue a request for proposals for the services of an independent certified public accounting firm under this contract.

The contract may be amended unilaterally by TJJD to comply with any rules and procedures of the state auditor in the implementation and enforcement of Section 2262.154 of the Texas Government Code.

### **Article 19: Debt Owed to State of Texas**

Service Provider agrees that any payments due under the contract shall be directly applied towards eliminating any debt or delinquency it has to the State of Texas including, but not limited to, delinquent taxes, delinquent student loan payments, and delinquent child support.

### **Article 20: Buy Texas**

In accordance with Section 2155.4441 of the Texas Government Code, Service Provider agrees that during the performance of a contract for services it shall purchase products and materials produced in Texas when they are available at a price and time comparable to products and materials produced outside this state.

#### **Article 21: Specifications**

Service Provider shall provide services in accordance with the specifications contained in this contract. TJJD will determine the answers to all questions that may arise as to the interpretation of the specifications and the quality or acceptability of work performed. TJJD will decide the rate of progress of the work and the acceptable fulfillment of services on the part of Service Provider.

#### **Article 22: Assignment**

Without the prior written consent of TJJD, Service Provider may not assign this contract, in whole or in part, or any right or duty required under it.

#### **Article 23: Compliance with Other Laws**

In the execution of this contract, Service Provider shall comply with all applicable federal, state, and local laws, including laws governing labor, equal employment opportunity, safety, and environmental protection. Service Provider shall make itself familiar with and at all times shall observe and comply with all federal, state, and local laws, ordinances, and regulations which in any manner affect performance under this contract.

#### **Article 24: Execution Authority**

Service Provider represents and warrants that the individual signing this contract is authorized to sign this document on behalf of Service Provider and to bind Service Provider under this contract. This contract shall be binding upon and shall inure to the benefit of TJJD and Service Provider and to their representatives, successors, and assigns. The parties expressly agree that no provision of this contract is in any way intended to constitute a waiver by TJJD or the State of Texas of any immunities from suit or from liability that TJJD or the State of Texas may have by operation of law.